

**FREEDOM OF INFORMATION COMMISSION STATEMENT ON:**  
**SENATE RESOLUTION. NO. 13 & HOUSE RESOLUTION NO. 12,**  
**RESOLUTIONS PROPOSING APPROVAL OF AN AGREEMENT BETWEEN**  
**THE UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES AND THE**  
**GRADUATE EMPLOYEE UNION LOCAL 6950- INTERNATIONAL UNION,**  
**UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL**  
**IMPLEMENT WORKERS OF AMERICA (GEU-UAW).**

**April 18, 2022**

Senate Resolution 13 and House Resolution 12 propose the approval of an agreement between the University of Connecticut Board of Trustees and the Graduate Employee Union Local 6950 – International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the “Agreement”). In addition to provisions regarding wages, the Agreement contains supersedence appendices which identify provisions in the existing and proposed agreement that supersede various general statutes, including the public records requirements within the Freedom of Information (“FOI”) Act.

Under express terms of the FOI Act, only federal laws or state statutes can override the disclosure provisions contained therein. See Conn. Gen. Stat. §1-210(a). Despite this explicit rule, Conn. Gen. Stat. §5-278 provides that a term of a collective bargaining agreement or arbitration award may supersede a statute, including the FOI Act, provided that the appropriate statutory procedure has been followed. The provisions of §5-278 are very powerful and have actually yielded overrides of the FOI Act. See e.g., Docket # FIC 2006-211; William T. George v. State of Connecticut, Human Resources Department, Southern Connecticut State University, et. al. (March 28, 2007); and Docket # FIC 2009-020; Richard Stevenson v. Joan M. Ellis, Administrator, State of Connecticut, Department of Correction, Freedom of Information Office, et. al. (January 6, 2010), where the Commission necessarily concluded that the respective collective bargaining agreements superseded the disclosure provisions of the FOI Act, by operation of §5-278, resulting in the nondisclosure of such items as the contents of the personnel files of university teachers and reports of arrests or summons maintained in the personnel files of Department of Correction employees.

The General Assembly recognized the problem with supersedence when it passed Conn. Gen. Stat. §5-278(e)(2), but such provision only ensures that records of disciplinary matters or misconduct can no longer be shielded from disclosure pursuant to a collective bargaining agreement. Therefore, supersedence provisions like the ones identified in the Agreement’s appendices continue to override the disclosure provisions of the FOI Act.

The Commission is deeply concerned about the effect of supersedence provisions on the longstanding disclosure rules and exceptions thereto that are explicitly set forth in the FOI Act and that such provisions will render the Act meaningless. To permit parties to a collective bargaining agreement to supersede the provisions in the FOI Act, merely by agreement, without

an advocate for the preservation of disclosure, will seriously erode the broad public policy mandates embodied in the Act.<sup>1</sup>

The public's right to access public records and meetings should not be contracted away by collective bargaining agreements and arbitration awards. Rather, such decisions should only be made after robust debate, deliberation, and enactment of statute.

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<sup>1</sup> In addition, the FOI Commission argues that supersedence provisions, which narrow the public's right of access to public records, may not be proper subjects of collective bargaining in the first instance. See Lieberman v. State Board of Labor Relations, 216 Conn. 253 (1990).